

CONFIDENTIAL SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Confidential Settlement and General Release Agreement (hereafter referred to as the "Agreement") is entered into by and between Victor De La Torre (hereafter referred to as "Torre") and Dionysos Imports, Inc. and Ioannis Tsapos (hereafter referred to as "Defendants.")

Whereas Torre has filed a Fair Labor Standards Act (FLSA) lawsuit against the Defendants Dionysos Imports, Inc. and Ioannis Tsapos seeking unpaid overtime compensation, liquidated damages, and reasonable attorney's fees, costs, and expenses;

Whereas Defendants do not admit liability;

Whereas Torre and the Defendants desire to adjust and resolve all of Torre's claims through a settlement;

Therefore, for and in consideration of the promises and agreement contained herein, the receipt and sufficiency of which is hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. This Agreement constitutes a complete, full and final settlement by Torre of all of his claims brought in the Fair Labor Standards Act lawsuit, Civil Action No. 1:17-cv-1220-TSE-MSN, pending in the U.S. District Court for the Eastern District of Virginia, and any and all other claims and grievances, whether known or unknown, against Dionysos Imports, Inc. and Ioannis Tsapos, through the date of this Agreement.

2. On June 15, 2018, Defendants shall pay Torre and his counsel a total of Five Thousand Dollars (\$5,000).

3. On July 16, 2018, Defendants shall pay Torre and his counsel a total of Five Thousand Dollars (\$5,000) .

4. On August 15, 2018, Defendants shall pay Torre and his counsel a total of Five Thousand Dollars (\$5,000).

5. On September 17, 2018, Defendants shall pay Torre and his counsel a total of Five Thousand Dollars (\$5,000).

6. On October 15, 2018, Defendants shall pay Torre and his counsel a total of Five Thousand Dollars (\$5,000).

7. On November 15, 2018, Defendants shall pay Torre and his counsel a total of Seven Thousand and Five Hundred Dollars (\$7,500).

8. Defendants shall pay a total of Thirty-Two Thousand and Five Hundred Dollars to Torre and his counsel, as shown above. This amount is in settlement to any and all claims by Torre against Defendants, including, without limitation, the claims brought in the Fair Labor Standards Act lawsuit, Civil Action No. 1:17-cv-1220-TSE-MSN, filed in the U.S. District Court for the Eastern District of Virginia.

9. Torre, in consideration of the payment and promises contained in paragraphs 3 through 9 of this Agreement, releases the Defendants from any and all manner of actions, causes of action, suits, proceedings, judgments, claims, damages, costs, fees, expenses, and demands whatsoever in law or equity which he ever had or now has against them whether known or unknown, which existed or may have existed prior to, or contemporaneously with, the execution of this agreement. Torre understands and acknowledges that this is a general release. This general release is not applicable if Defendants fail to pay the full amounts set forth in paragraphs 3 through 9 of this Agreement.

10. The release in paragraph 10 is mutual. Defendants Dionysos Imports, Inc. and Ioannis Tsapos in consideration of the promises contained in paragraphs 1 and 10 of this

Agreement, release Torre from any and all manner of actions, causes of action, suits, proceedings, judgments, claims, damages, costs, fees, expenses, and demands whatsoever in law or equity which he ever had or now has against them whether known or unknown, which existed or may have existed prior to, or contemporaneously with, the execution of this agreement. Both Defendants understand and acknowledge that this is a general release.

11. Defendants agree to dismiss the lawsuit filed against Torre in Fairfax County General District Court, civil action no. CV18005906-00 within five business days of the execution of this Agreement.

12. The parties have been represented by counsel during this lawsuit, including through the negotiations which have preceded entry into this Agreement, before and during the Settlement Conference before Judge Nachmanoff.

13. The parties will take the necessary steps to have the Agreement approved by the Court and to have the case dismissed as settled.

14. If Defendants fail to make any or all of the payments required under paragraphs 3 through 9 of this Agreement, Torre may file an action to enforce the Agreement in a court with jurisdiction. The parties agree that venue is appropriate in Alexandria City, Arlington County, or Fairfax County.

15. If a payment is more than five business days late, the amount that is still due under this Agreement shall double. For example, if Defendants fail to make the first payment under this Agreement, the amount due shall increase to Sixty Five Thousand Dollars (\$65,000).

16. If a payment is more than five business days late, Torre may move to have the Confessed Judgment entered in the amount that would be due under the Agreement, with the doubling. For example, if Defendants fail to make the first payment under this Agreement, the

amount of the Confessed Judgment shall be \$65,000. The Court shall enter judgment in that amount. The judgment shall be joint and several against both Defendants,

17. Torre will file the appropriate Confessed Judgment for the amount still due, with doubling. Torre will only file such a Confessed Judgment if the Defendants fail to make the timely payment required under paragraphs 3 through 9 of this Agreement.

18. Defendants shall sign the attached documents entitled Confession of Judgment and give it to counsel for Torre.

19. If Defendants fail to make the timely payments required under paragraphs 3 through 9 of this Agreement, Defendants are jointly and severally liable for reasonable attorney's fees, costs, and expenses incurred by Torre in collecting the amounts due under this Agreement, including, without limitation, the attorney time spent on filing any lawsuit or other court action and the attorney time spent collecting the amount due, and any and all filing fees and service of process fees.

20. The parties agree that the terms, provisions, and conditions of this Agreement and the negotiations in pursuance to this Agreement are strictly confidential and shall not be disclosed to any person or entity, with the exception of attorneys, tax advisors, or immediate family members, or unless compelled to do so by a lawful order or subpoena. The parties agree that the terms, provisions, and conditions of this Agreement and the negotiations in pursuance of this Agreement may be disclosed as necessary to seek judgment and to collect a judgment, if timely payment is not made as required by paragraphs 3 through 9 of this Agreement.

21. The parties agree to this mutual non-disparagement provision. Torre agrees that he will not make any disparaging comments, including in social media, about either of the Defendants, Dionysos Imports, Inc. or Ioannis Tsapos. Ioannis Tsapos agrees that he will not

make any disparaging comments, including in social media, about Torre. Both Defendants agree that they will take reasonable and good faith efforts to ensure that any and all employees of Dionysos Imports, Inc. do not make any disparaging comments, including in social media, about Torre.

22. Defendants will provide a neutral reference for Torre, if Defendants are contacted by any employer or potential employer of Torre. Defendants will only state the dates of Torre's employment and the positions that he held.

23. The parties agree that this Agreement reflects the terms and conditions that were reached during the settlement conference on May 22, 2018, held before Judge Nachmanoff. This Agreement cannot be changed or terminated without the written consent of the parties.

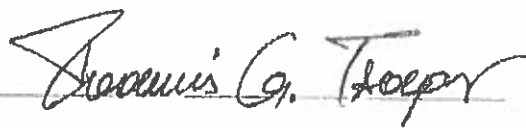
24. If any terms of the above provisions of this Agreement are found to be null, void, or unenforceable, for any reason, the remaining provisions will remain in full force and effect. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

25. By executing this Agreement, the parties acknowledge and represent that they have read this Agreement and fully understand its terms and their import, and that they have had the opportunity to consult with counsel.

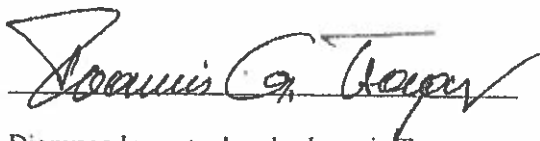
26. This Agreement may be executed in one or more counterpart copies, each of which shall be construed as original, but all of which together shall constitute one and the same instrument.

  
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Victor De La Torre

Date: 06-04-2018

  
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Ioannis Tsapos

Date: 5/30/18

  
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Dionysos Imports, Inc. by Ioannis Tsapos, owner and officer

Date: 5/30/18